IN THE HIGH COURT OF JUDICATURE FOR RAJASTHAN AT JODHPUR

CIVIL WRIT No. 2252 of 2004

BHANWAR LAL
V/S
LABOUR COURT, JODHPUR & ANR

Mr. VIJAY MEHTA, for the appellant / petitioner

Date of Order : 23.5.2006

HON'BLE SHRI N P GUPTA,J.

ORDER

Heard learned counsel for the petitioner and perused the award dated 20.10.2003.

The learned Labour Court has found, relying upon the payment vouchers, that the payment made to the petitioner was for the typing charges, and it is not established that the petitioner was employed as daily-wager.

Learned counsel has sought to contend, that the learned District Judge, vide Annex.1 had found the order of the Payment of Wages Authority to be not requiring any interference, as the Department has failed to prove, as to what was the contract, and what was the tenure of the contract. It was also contended, that the different amounts mentioned to have been paid in different months, is the

amount arrived at on the basis of number of days, for which the petitioner had worked, in different months.

I have considered the submissions.

Admittedly, the vouchers of payment made to the petitioner have been produced on record, and one such voucher has been produced here also as Annex.3, whereby against the bill of Rs.1085/-, a payment of Rs.700/- was made, and a look at the cross-examination of the petitioner, produced in this Court as Annex.4, does show, that therein the petitioner has admitted, that the vouchers, which have been produced, are correct. Significantly, the petitioner has not explained in the evidence that the vouchers have been passed on the basis of the number of days, on which the petitioner had worked in each particular month. Then from a look at Annex.3, it transpires, that when the voucher was prepared for Rs.1085/-, and it has been passed for Rs.700/-, in that situation it was all the more expected to the petitioner to explain, that in October 1995, the voucher was passed for Rs. 700/- only because he had worked for 20 days, and not for 31 days, as against which, the voucher clearly shows to be a voucher for payment of typing charges during the month of October 1995, in that process, the amount of Rs.1085/-

has not been approved, and instead, a sum of Rs.700/- only has been approved. Likewise, the witness, produced on behalf of the respondent, has also maintained in cross-examination, that the payment was made on the basis of the volume of work done by the petitioner.

In these circumstances, the finding of fact, arrived at by the learned Tribunal, does not require any interference in writ jurisdiction.

The writ petition is, therefore, dismissed summarily.

(N P GUPTA),J.

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